

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CLRB HANSON INDUSTRIES, LLC d/b/a
INDUSTRIAL PRINTING, and HOWARD
STERN, on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

GOOGLE, INC.,

Defendant.

Case No. C 05-03649 JW PVT

FINAL JUDGMENT

On September 14, 2009, this matter came before the Court for hearing on the application of the Parties for approval of the settlement set forth in the Settlement Agreement and Release (“Agreement”), dated as of March 17, 2009. The Court reviewed the various objections it has received and permitted counsel representing three objectors to speak at the hearing. Upon consideration, the Court overrules the objections to this Settlement Agreement. Accordingly, due and adequate notice having been given to the Class as required by prior Order of this Court, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefor,

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court, for purposes of this Order, adopts the definitions set forth in the Agreement.

1 2. This Court has jurisdiction over the subject matter of the Action and over all parties to
2 the Action, including all members of the Class.

3 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and by prior Order of this
4 Court, the Class has been certified, defined as set forth in the Agreement. Excluded from the Class are
5 Resellers, as defined in the Agreement, and those who validly requested to be excluded from the Class
6 pursuant to paragraph 3.4 of the Agreement (the names of which are attached hereto as Exhibit A).
7

8 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves
9 the settlement set forth in the Settlement Agreement and finds that said settlement is, in all respects,
10 fair, just, reasonable and adequate to the Class, and in the best interests of the Class.

11 5. The Action and all claims contained therein, as well as all of the Released Claims, are
12 dismissed with prejudice as to plaintiffs and all Class Members and as against Google.
13

14 6. The Court finds that the Agreement, and the terms of the settlement set forth therein, is
15 fair, just, reasonable and adequate to the Class, and that the Agreement, and the terms of the settlement
16 set forth therein, are hereby finally approved in all respects and the Parties are hereby directed to
17 perform its terms.

18 7. Upon this Final Judgment becoming final, all Class Members, on behalf of themselves,
19 and their respective heirs, executors, administrators, successors, assigns, employees, officers,
20 directors, attorneys, representatives, affiliates, agents, and any persons or entities they represent, shall
21 be deemed to release and forever discharge Google from all Released Claims, and shall forever be
22 barred and enjoined from prosecuting, commencing, instituting or asserting all or any of the Released
23 Claims in any action or other proceeding in any court of law or equity, arbitral tribunal,
24 administrative or other forum, whether directly, representatively, derivatively, or in any other capacity
25 against Google, and Google shall be deemed to have, and by operation of this Judgment shall have
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1 fully, finally, and forever released the Representative Plaintiffs from all claims that Google has or may
2 have against them, their affiliates, employees, or members as of February 28, 2009.

3 8. All Members of the Class are hereby forever barred and enjoined from prosecuting the
4 Released Claims against Google.

5 9. Upon this Final Judgment becoming final, Google shall be deemed to have, and by
6 operation of this Final Judgment shall have fully, finally and forever released, relinquished and
7 discharged each and all of Representative Plaintiffs, Class Members, and Representative Plaintiffs'
8 Counsel from all claims — known and unknown — arising out of, relating to, or in connection with
9 the institution, prosecution, assertion, settlement or resolution of the Action or the Released Claims.
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11 10. As set forth in the Court's prior Order, the notice given to the Class was the best notice
12 practicable under the circumstances of these proceedings and of the matters set forth therein, including
13 the certification of the Class, and the proposed settlement set forth in the Agreement to all persons
14 entitled to such notice, and said notice fully satisfied the requirements of Federal Rules of Civil
15 Procedure 23 and due process.
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17 11. Neither the Agreement nor the terms of the settlement set forth therein, nor any act
18 performed or document executed pursuant to or in furtherance of the Agreement or the settlement: (i)
19 is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
20 Released Claim, or of any wrongdoing or liability of Google, or (ii) is or may be deemed to be or may
21 be used as an admission of, or evidence of, any fault or omission of Google in any civil, criminal or
22 administrative proceeding in any court, administrative agency or other tribunal, except in a proceeding
23 to approve, enforce, or otherwise effectuate the settlement set forth in the Agreement (or any
24 agreement or order relating thereto). Google may file the Agreement and the Final Judgment entered
25 thereon in any other action that may be brought against it in order to support a defense or counterclaim
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1 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or
2 reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

3 12. The Court finds that each party to the Action, together with their respective counsel,
4 have complied throughout the Action with the requirements of Rule 11(b) of the Federal Rules of Civil
5 Procedure.

6 13. In the event that the settlement set forth in the Agreement does not become effective in
7 accordance with the terms of the Final Agreement, then this Judgment shall be rendered null and void
8 to the extent provided by and in accordance with the terms of the Agreement and shall be vacated, and
9 in such event, all releases delivered or given in connection herewith shall be null and void to the extent
10 provided by and in accordance with the terms of the Agreement.

11 14. Without affecting the finality of this Final Judgment in any way, this Court hereby
12 retains continuing jurisdiction over the Settlement Proceeds and the Parties for purposes of (a)
13 implementing and effectuating the Agreement; and (b) construing, enforcing and administering the
14 Agreement, including the distribution of the Settlement Proceeds to Authorized Claimants.

15 The Clerk shall close this file.

16 Dated: September 14, 2009


17 
18 JAMES WARE
19 United States District Judge

EXHIBIT A

Name/Company	Class Member	GilardiClassID	Notes	Date Reiceived
Joy A. Reed	YES	GGLE117638763	No Account Number; No Dates	On or Before July 14, 2009
Greg Smith c/o Cheri P. Smith Melvin-Smith Learning Center of Sacramento	YES	GGLE119577192	No Account Number; No Dates	On or Before July 14, 2009
Etsuko Hasegawa	YES	GGLE110947965	No Account Number; No Dates	On or Before July 14, 2009
Guidance Helicopters	YES	GGLE118020348 GGLE120333781		On or Before July 14, 2009
Mike Hazard	YES	GGLE115079988	No Account Number	On or Before July 14, 2009
MarketPlace Innovations, LLC Philip E. Landau	YES	GGLE120622708		On or Before July 14, 2009
Clinical Trials & Surveys Group (C-TASC) Bruce W. Thompson, Chairman	PROBABLE MATCH	GGLE115403270	No Account Number; No Dates	On or Before July 14, 2009
Icksoo Shin	MATCHING EMAIL ADDRESS	GGLE119951744	No Account Number; No Dates	On or Before July 14, 2009
Margaryta Savytska	YES	GGLE115481360	No Account Number; No Dates	On or Before July 14, 2009
Beauty Queen Management Juel Daisi Pollard	YES	GGLE114033100	No Account Number; No Dates	On or Before July 14, 2009
www.GIDogTags4u.com Hiller Engraving	YES	GGLE117185297	No Account Number; No Dates	On or Before July 14, 2009
Brook Advertising & Public Relations Cindy Tannewitz	YES	GGLE115931374		On or Before July 14, 2009
W.N.McKenna, Ltd dba Gaswatch.info C. Robert Murray, Jr.	YES	GGLE111548207		On or Before July 14, 2009
Ronald Strickland	PROBABLE MATCH	GGLE121190631		On or Before July 14, 2009

Name/Company	Class Member	GilardiClassID	Notes	Date Reiceived
Engineering Systems Technology, Inc Henry Borja	YES	GGLE120661487		On or Before July 14, 2009
Kauffman's Fruit Farm and Market Lonnie Kauffman	YES	GGLE115706702		On or Before July 14, 2009
Gregg Matshushima	YES	GGLE113002198		On or Before July 14, 2009
Lloyd Standish	YES	GGLE118587496		On or Before July 14, 2009
Lump Sum Solutions Diane Bennett	YES	GGLE116191595		On or Before July 14, 2009
Joe Hayes	YES	GGLE117213592		On or Before July 14, 2009
Oneupweb Lisa Wehr	YES	GGLE110720898		On or Before July 14, 2009
Tom's Incense Tom L Newlin	YES	GGLE117303214	No Account Number; No Dates	On or Before July 14, 2009
Aubri Webb	YES	GGLE110949240		On or Before July 14, 2009
Salim Ibrahim	YES	GGLE113086405		On or Before July 14, 2009
The David Law Firm Jonathan David S. Bradley Cooper	YES	GGLE111096500		On or Before July 14, 2009
Lee Bieker	YES	GGLE118934706	No Account Number, No Dates	On or Before July 14, 2009
Dolores Sweney	YES	GGLE121468648	No Account Number, No Dates, Claims Accout was Fraudulent	On or Before July 14, 2009
Dennis Aaberg	YES	GGLE120607954	No Email Address	On or Before July 14, 2009

Name/Company	Class Member	GilardiClassID	Notes	Date Reiceived
Chronometry Company International Chronometry Astronautics Advanced Robotic Systems Genebank High Security Genetics Richard Ward Custer	YES	GGLE113040103		On or Before July 14, 2009
MLI Network LLC Robert Baker	YES	GGLE119364350		On or Before July 14, 2009
International Adoption Center Ann Wrixon Ryan Schwab	YES	GGLE113574159 GGLE118882501 GGLE119973993		On or Before July 14, 2009
Loysen + Kreuthmeier Karen Loysen Peter Kreuthmeier	YES	GGLE115334929	No Account Number, No Dates, Claims Accout was Fraudulent	On or Before July 14, 2009
MEG Financial Michael Gray Jr.	YES	GGLE117448484		On or Before July 14, 2009
Garret Bockhorst	YES	GGLE119792654		On or Before July 14, 2009
International Food And Wine Consultants Inc Mary Beth Clark	YES	GGLE121030375		On or Before July 14, 2009
Bien C Hernandez Jr	YES	GGLE119908288	No Account Number	On or Before July 14, 2009
Shepler Billy Hopkins	YES	GGLE117833949		On or Before July 14, 2009
Roy Huft	YES	GGLE113080563	Printed Email. No Signature	On or Before July 14, 2009
Clover Sites, Inc James Elliston Benjamin Rugg	YES	GGLE116073835		On or Before July 14, 2009

Name/Company	Class Member	GilardiClassID	Notes	Date Reiceived
AJ Riggins Search Group Bernard B Long	YES	GGLE110047948	No Account Number, No Dates, No Email Address	On or Before July 14, 2009
Family Products, LLC Jim Bilen	YES	GGLE114376342		On or Before July 14, 2009
Michael O'Connell	YES	GGLE114330261		On or Before July 14, 2009
Debra Cooley	YES	GGLE115050947		On or Before July 14, 2009
Juanita Crispens	YES	GGLE111065788	No Account Number, No Dates, Claims Account was Fraudulent	On or Before July 14, 2009
Jill M. Anderson	YES	GGLE116962702		On or Before July 14, 2009
Federal Tax Resolution LLC Douglas Myser	YES	GGLE118304508		On or Before July 14, 2009
Ascentive LLC Adam Schran	YES	MULTIPLE	Appears to be Third Party Account Holder	On or Before July 14, 2009
Burgess Sprint Inc dba Excal Michael King	YES	GGLE119780281	No Account Number	On or Before July 14, 2009
eSurmountable LLC Lonny Meinecke	YES	GGLE118439039		On or Before July 14, 2009
CF Dominicana Cigars, Inc Dennis Briganti	YES	GGLE120052723		On or Before July 14, 2009
Cameron Barholomew Gaston Jr.	YES	GGLE110587535		On or Before July 14, 2009
Gifts of Encouragement, Inc. Marnie Swedberg	YES	GGLE113791184	No Account Number	On or Before July 14, 2009
Ruth Kelsen	YES	GGLE112330337	No Account Number, No Dates, Claims Account was Fraudulent	On or Before July 14, 2009

Name/Company	Class Member	GilardiClassID	Notes	Date Reiceived
Brandon Pulido	YES	GGLE115466914	No Account Number, No Dates. Sent by fax.	On or Before July 14, 2009
Assistech Special Needs Oliver Simoes	YES	GGLE119979690	No Account Number, No Dates, No Email Address Sent by fax.	On or Before July 14, 2009
Cliptomania James R. Santo	YES	GGLE119767595	No Account Number, No Dates	On or Before July 14, 2009
Michael Rocco	YES	GGLE113659138	No Dates	On or Before July 14, 2009
Metzler / Payden Vlad Milev Edward Garlock, Esq.	YES	GGLE119591446	No Account Number	On or Before July 14, 2009
Savin Kent	YES	GGLE110334343	No Account Number, No Dates	On or Before July 14, 2009
Lawrence W. Brooks	YES	GGLE114097354	No Account Number. No Dates. Identifies himself as a reseller.	On or Before July 14, 2009
Wildcat Technology Solutions Joseph Messina	YES	GGLE1-1031020-7	No Account Number, No Dates Multiple Emails. One Active.	On or Before July 14, 2009
Orsus E Stewart Ashford	YES	GGLE116938240	Received July 15, 2009	July 15, 2009
Orcas Hotel Larua Tidwell	YES	GGLE116590490 GGLE119094507	No Account Number, No Dates. Sent by fax. Received July 15, 2009	July 15, 2009
Glenda Bartolome	YES	GGLE1-1746506-0	ID# 687-255-0388, No Dates Received July 16, 2009	July 16, 2009

Name/Company	Class Member	GilardiClassID	Notes	Date Reiceived
HostRocket.com John Reyes Brendan Brader	YES		11 Account Numbers with Dates Received July 16, 2009	July 16, 2009
Brittany Smuts	YES	GGLE1-1263678-9	No Account Number, No Dates Received July 20, 2009	July 20, 2009

Total Received by Mail as of July 14, 2009: 61

Total Received by Mail: 66

EXCLUSIONS SENT VIA EMAIL

Name/Company	Class Member	GilardiClassID	Notes	Received
sh@bedgetac.com Shane	There is a matching Email Address	GGLE112527386	Sent via email. No Account Number, No Dates, No Signature	June 11, 2009
Kemper Brothers Holding Oliver Kemper	YES	GGLE115825876	Sent via email. No Account Number, No Dates, No Signature	June 17, 2009
Tim Alexander	Unable to verify	Multiple Names w/No Address	Sent via email. No Account Number, No Dates, No Signature	June 17, 2009
Robert Porterfield	YES	GGLE1-1800657-4	Sent via email. No Account Number, No Dates, No Signature	June 27, 2009
Cathy Clark	Unable to verify		Sent via email. No Account Number, No Dates, No Signature Claims Account was Fradulent	June 30, 2009
Rosemary Jones	YES	GGLE1-1070865-0	Sent via email. No Account Number, No Dates, No Signature	June 30, 2009
Shelley Hernandez	YES	GGLE1-1809322-1	Sent via email. No Account Number, No Dates, No Signature	July 3, 2009
Brandon Pulido	YES	GGLE1-1546691-4	Sent via email. No Account Number, No Dates, No Signature	June 30, 2009
Mikalai Christiakou	YES	GGLE1-1312466-8	Sent via email. No Account Number, No Dates, No Signature	June 27, 2009
Steven P. Hurtado	YES	GGLE1-2117760-0	Sent via email. No Account Number, No Dates, No Signature	July 11, 2009
Laura Tidwell Orcas Hotel	YES	GGLE1-1659049-0 GGLE1-1909450-7	Sent via email. No Account Number, No Dates, No Signature	July 14, 2009
adwords.google@rchv.com	Email Match - Kelly Chien	GGLE1-1519599-6	Sent via email. No Account Number, No Dates, No Signature	June 16, 2009
John Romanoff	Unable to Verify		Sent via email. No Account Number, No Dates, No Signature	July 2, 2009
Vicki Lowe	YES	GGLE1-1821285-9	Sent via email. No Account Number, No Dates, No Signature	July 7, 2009
Simon Sullivan	YES	GGLE1-1212193-2	Sent via email. No Account Number, No Dates, No Signature	July 22, 2009

Total Timely Requests Sent Via Email: 14
Total Late Requests Sent Via Email: 1